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AGREEMENT FOR DISTRIBUTION  
OF  
TRUST PROCEEDS

THIS AGREEMENT FOR DISTRIBUTION OF TRUST PROCEEDS (the "Agreement") is effective as of the 1st day of August, 1999, by and among the Deputy Director of the Division of Behavioral Health Services ("BHS"), Arizona Department of Health Services (the "Policy Trustee"); Valueoptions, Inc., a Virginia corporation (the "Administrative Trustee") (collectively, the "Trustees"); and Casa Buena, Inc., an Arizona non-profit corporation ("Casa Buena").

RECITALS

WHEREAS, Comcare, Inc., an Arizona non-profit corporation (the "Trustor"), the Policy Trustee and the Administrative Trustee entered into that certain Trust Agreement dated \_\_\_\_\_, 1999 (the "Trust Agreement") for the Comcare Liquidation Proceeds Trust;

WHEREAS, the purpose of the Trust is to ensure that the net proceeds from the liquidation of the Trustor are used consistently with the charitable purposes for which Trustor was created and that such funds are used in accordance with the policies of the State of Arizona as administered through BHS and in accordance with Trustor's duties under its contract with the BHS;

WHEREAS, pursuant to the terms of the Trust Agreement, any and all property contributed to the Trust and any increases thereof from interest, dividends or otherwise (collectively, the "Trust Property") is required to be distributed for charitable purposes to benefit all persons residing in Maricopa County, Arizona, that are entitled under Arizona law to treatment for mental illness (the "Beneficiaries");

WHEREAS, pursuant to the terms of the Trust Agreement, the Trust Property may be distributed directly to or for the benefit of the Beneficiaries (or a subgroup thereof) or to one or more of the following entities for the benefit of the Beneficiaries (or a subgroup thereof): (1) organizations exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code that will use the funds for the benefit of the Beneficiaries (or a subgroup thereof), or (2) federal, state or local governmental units that will use the funds for the benefit of the Beneficiaries (or a subgroup thereof);

WHEREAS, pursuant to the terms of the Trust Agreement, the Policy Trustee is required to determine, in its sole discretion, from time to time, the amount of Trust Property that may be used in accordance with the terms of the Trust Agreement and has the discretion to direct that any of the funds or property constituting the Trust Property, including principal, accrued interest, accrued dividends, or other income or increases to the Trust Property, be used in accordance with the terms of the Trust Agreement;

WHEREAS, pursuant to the Trust Agreement, the Administrative Trustee is granted the power to make distributions from the Trust Property, but only in accordance with the terms of the Trust Agreement and written instructions provided by the Policy Trustee, and any discretion

in the amount or nature of the distributions must be granted by the Policy Trustee in a prior written authorization or direction to the Administrative Trustee;

WHEREAS, Casa Buena is an Arizona non-profit corporation which has applied for exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code by filing an IRS Form 1023, Application for Recognition of Exemption (the "1023") and will be organized and operated exclusively for the charitable purpose of administering a temporary behavioral health delivery system for residents of Maricopa County Arizona, that are entitled under applicable Arizona law to treatment for mental illnesses, which will temporarily fulfill Trustor's duties as the Regional Behavioral Health Authority for Maricopa County;

WHEREAS, the Policy Trustee has determined, in its sole discretion, that Casa Buena is an appropriate entity for the Trust to distribute the Trust Property, and that such distributions would be distributed for the benefit of the Beneficiaries (or a subgroup thereof) and would be in accordance with the terms of the Trust Agreement, the charitable purposes of the Trustor and the policies of the State of Arizona as administered through BHS.

NOW, THEREFORE, in consideration of the foregoing premises, and mutual covenants hereinafter stated, the parties hereto agree, and the Policy Trustee instructs, as follows:

#### AGREEMENT

1. Distribution of Trust Property. The Policy Trustee does hereby instruct the Administrative Trustee to distribute any and all Trust Property held by the Trust to Casa Buena as soon as practicable after receipt of any funds or property by the Trust from the Trustor.
2. Separate Trust Account. Casa Buena shall establish a separate and distinct trust account at a federally insured bank acceptable to the Policy Trustee and Administrative Trustee solely for the purpose of receiving and holding the Trust Property. The Trust Property distributed to Casa Buena to be placed in such account shall not be commingled with any other assets or funds of Casa Buena.
3. Administrative Trustee Powers and Duties. The Administrative Trustee shall have the power to direct distributions from the account established pursuant to Section 2 hereof and shall direct such distributions in accordance with the terms of the Trust Agreement. Casa Buena agrees to make distributions from the account only as directed by the Administrative Trustee to the extent funds are available from distributions of Trust Property.
4. Substantiation of Section 501(c)(3) Status. On or before November 15, 2000, Casa Buena shall provide to the Policy Trustee a copy of its 1023, and within ten (10) days of Casa Buena's receipt of a determination letter from the IRS granting Casa Buena exemption from federal income tax under Section 501(c)(3), Casa Buena shall forward a copy of such determination letter to the Policy Trustee.
5. Return of Distributions. In the event that Casa Buena fails to provide the information required by Section 4 hereof or in the event that Casa Buena's 1023 is denied or revoked by the Internal Revenue Service, for any reason whatsoever, any and all Trust Property

distributed to Casa Buena and held by the account established pursuant to Section 2 hereof shall be immediately returned to the Trust to the extent such funds have not been distributed for the benefit of the Beneficiaries (or a subgroup thereof).

6. Termination. This Agreement shall remain in full force and effect only so long as the Administrative Trustee remains the Administrative Trustee under the terms of the Trust Agreement, or unless earlier terminated by any party hereto upon ten (10) days prior written notification. Upon termination of this Agreement, any and all Trust Property distributed to Casa Buena and held in the account established pursuant to Section 2 hereof shall be immediately returned to the Trust to the extent such funds have not been distributed for the benefit of the Beneficiaries (or a subgroup thereof).

7. Controlling Documents. To the extent there may be conflict between the terms of this Agreement and the terms of the Trust Agreement, the terms of the Trust Agreement shall be controlling.

8. Governing Law. This Agreement, including the performance and enforceability hereof, shall be governed by and construed in accordance with the laws of the State of Arizona.

The parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first written above.

**POLICY TRUSTEE**

ARIZONA DEPARTMENT OF HEALTH  
SERVICES

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADMINISTRATIVE TRUSTEE**

VALUEOPTIONS, INC., a Virginia  
corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CASA BUENA, INC., an Arizona non-profit  
corporation

By: \_\_\_\_\_

SENT BY:

10-18- 0 : 6:40AM : GALLAGHER & KENNEDY-

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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